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Tarrant County Texas

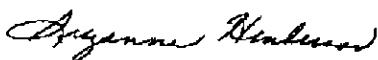
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Fee: \$ 20.00

Submitter: SIMPLIFILE

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2 Pages



Suzanne Henderson

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO OIL AND GAS LEASE

State: Texas
County: Tarrant
Lessor: Larry Mills
Lessee: XTO Energy Inc.
Effective Date: June 1, 2005

On June 1, 2005, Lessor, named above, executed and delivered to Plover Production Company, an Oil and Gas Lease (the "Lease"), recorded in Tarrant County Clerk's Document No. D206188240, Official Public Records of Tarrant County, Texas, said Lease being subject to Amendment dated August 29, 2007, and recorded in Tarrant County Clerk's Document No. D207327714, Official Public Records of Tarrant County, and subject to Assignment to Lessee, named above, dated August 1, 2007, and recorded in Tarrant County Clerk's Document No. D208015103, Official Public Records of Tarrant County, Texas.

The Lease covers the following lands (the "Lands"):

7.185 acres, more or less, out of the J. Rodgers Survey, Abstract No. 1264, and the J. Rodgers Survey, Abstract No. 1265, Tarrant County, Texas, being the same lands described as "Second Tract" in that certain Special Warranty Deed, dated August 15, 2006, recorded as Tarrant County Clerk Document No. D206258341, Official Public Records, Tarrant County, Texas, from Benbrook Economic Development Corporation to SJ Bryant Irvin Commercial Development, LP.

The Lease is recognized by Lessor as being in full force and effect. The Lease is presently owned by Lessee, named above. It is the desire of the Lessor and Lessee to amend the Lease as to the particular provisions set out below.

For adequate consideration, Lessor and Lessee amend the Lease by incorporating into it the following terms, as if originally contained in the Lease:

The pooling provision (Paragraph 7) provides that a unit for a horizontal well may include the "...additional acreage as provided for a proration unit for a horizontal well in Section 7 above...". This reference in Paragraph 7 to the size of a horizontal proration unit should have been a reference to Section 6(d) of the Lease, not Section 7.

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If the amendment(s), set out above, varies from a provision(s) or term(s) already existing in the Lease, the amending provision(s) specifically supersedes the provision(s) or term(s) originally contained in the Lease.

~~For adequate consideration, Lessor grants, leases and lets to Lessee the Lands for the term provided in the Lease, as amended.~~ *AM*

This Amendment may be executed in multiple counterparts. When executed, counterpart shall be binding on the party signing it, regardless of whether all parties execute this Amendment.

This Amendment is signed by Lessor as of the date of the acknowledgment of his signature, but is effective for all purposes as of the Effective Date stated above.

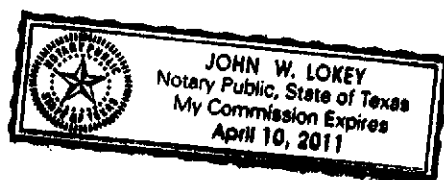
Lessor

Larry Mills

Larry Mills

THE STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 10 day of April, 2008, by Larry Mills.



John W. Lokey

Notary Public in and for the State of Texas
My Commission Expires: April 10, 2011